



RETURN

(No. 52)

To an ADDRESS of the SENATE, dated 15th February, 1878 ;—For copies of all specifications on which tenders were invited to construct the Lake Superior and Fort Garry Sections of the Canadian Pacific Telegraph ; also copies of all correspondence between the Government and persons tendering for the same ; also copies of all contracts for the construction of the several portions thereof.

By Command.

R. W. SCOTT,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 14th March, 1878.

CANADIAN PACIFIC RAILWAY TELEGRAPH LINE.

Memorandum for parties proposing to tender for construction of telegraph lines along Railways.

Proposals are invited for the erection of a Line of Telegraph along the general route of the Canadian Pacific Railway, as may be defined by the Government. The proposals to embrace the following points, viz :—

The furnishing of all materials, labour, instruments and everything necessary to put the line in operation.

The maintenance of the line for a period of five years after its completion.

In the wooded sections, the land to be cleared to a width of 132 feet, or such greater width as may be necessary to prevent injury to the telegraph, from fires or falling trees.

Distinct proposals to be made for each of the following Sections ; such proposals in each case to state the time when the party tendering will undertake to have the telegraph ready for use :—

1. Fort Garry to a point opposite Fort Pelly, about 250 miles.
2. Fort Garry to the bend of the North Saskatchewan, about 500 miles.
3. Fort Garry to a point in the longitude of Edmonton, about 800 miles.
4. Lac La Hache, or other convenient point on the existing telegraph system in British Columbia, to Fort Edmonton, about 550 miles.
5. Fort Garry to Nepigon, Lake Superior, about 420 miles.
6. Ottawa to Nepigon, Lake Superior, about 760 miles.

The above distances are approximate. They are given for the general guidance of parties desiring information. Any increase or diminution in the ascertained

mile age after construction will be paid for or deducted, as the case may be, at a rate corresponding with the sum total of the tender.

Parties tendering must satisfy the Government to their ability to carry out the work and maintain it for the specified time.

Proposals addressed to the Minister of Public Works will be received up to the 22nd day of July next.

By Order,

F. BRAUN,
Secretary.

DEPARTMENT OF PUBLIC WORKS,
18th June, 1874.

MEMORANDUM.

INFORMATION FOR PARTIES PROPOSING TO TENDER.

It is deemed best to make no binding stipulations as to the form of proposal, so that parties tendering may be at liberty to state their own terms and conditions, leaving the Government to accept the offer which, in the interest of the public, may be found most advantageous.

At the same time, it is considered advisable to furnish some data for the guidance of parties tendering, in order that proposals may be made on the same basis and be uniform in essential points.

The following is, therefore, with this object in view, submitted:—

1st. It is intended that the Telegraph shall be built along the line to be adopted, by the Government, for the Railway across the Continent.

2nd. The general character of the country to be traversed by the Railway, is described in the Reports relating to the Exploratory Surveys, recently published.

3rd. The several routes now under consideration and survey, are also referred to in the above Report.

4th. When the route is adopted by the Government on any particular section, the line to be followed by the Telegraph will be defined on the ground, by the Government officers.

5th. Through forest the timber must be cut down and completely burned (cleared) to a width of two chains (132 feet), to prevent injury to the Telegraph from falling trees or fire. At the option of the Contractor valuable timber may be cut in lengths, hewn, piled and reserved at his risk.

6th. Along the cleared ground a pack trail or road to be made for the purpose of carrying material for constructing the Telegraph, and for effecting repairs.

7th. Through forest, the poles should be of moderately large dimensions and of the best available timber to be had in each locality.

8th. In prairie sections, when suitable timber for permanent poles cannot be obtained until the Railway be constructed, and the means of conveying them from a distance thus provided, the poles may be of an average light description, and of such timber as can most conveniently be procured.

9th. In forest sections the poles may be erected 132 feet apart, and the wire to be used may be that known as No. 11.

10th. In prairie sections the poles may be erected 176 feet apart, and the wire to be used may be that known as No. 9.

11th. Each tender will specify the kind of insulator, as well as all other apparatus and materials proposed to be used.

12th. Parties tendering may stipulate for maintaining and operating the line for five years, or a longer period.

13th. On account of the difficulties in the way of transporting building material, it is not expected that the Telegraph will, in the first place, be so permanently constructed as could be desired. The main object, however, is to provide a pioneer line throughout the whole extent of the country, to assist in the building of the Rail-

way and settlement of the country. On the completion of the Railway through any section, the Telegraph may then be re-constructed under new arrangements.

14th. In the advertisement the sections are placed in the order in which parties tendering may propose to finish the erection of the Telegraph, and they are at liberty to make a distinct proposal for each separate section or for the whole line.

15th. The whole of the section between Lake Nipissing and Fort Garry is wooded, with the exception of about 30 miles of prairie east of the Red River.

16th. Between Fort Garry and Fort Perry the country is partly wooded and partly prairie, the exact proportions are not yet known.

17th. Between Fort Perry and Edmonton the country is prairie.

18th. Between Fort Edmonton and the telegraph system in British Columbia the country is generally wooded, although some mixed prairie and woodland is met west of Fort Edmonton, as well as unwooded bunch grass land in portions of the central plateau of British Columbia.

19th. In the valley of the River Thompson there is a growth of timber from six to ten feet in diameter. It will not be necessary to clear in that locality to the full width of 132 feet, it will be sufficient to clear and burn up the underbrush and lower branches of the trees, so as to render the Telegraph secure from danger.

20th. The advertisement describes the 6th section as extending from Nipigon to Ottawa; but the object being to connect the Pacific Telegraph Line with the Seat of Government, it will be sufficient to make a connection with the telegraph system of Ontario at the most convenient point. It is reported that a telegraph line will be completed to the South-east angle of Lake Nipissing before the close of this season. The distance from Lake Nipissing to Nipigon is about 420 miles.

21st. It should be understood that Section No. 1 is embraced in Section No. 2, and both are covered by Section No. 3.

22nd. Tenders should give a distinct rate per mile for the line through wooded and prairie land respectively for the sections where both exist.

DEPARTMENT OF PUBLIC WORKS,
June 18th, 1874.

KINGSTON, 24th August, 1874.

SIR,—In looking over the estimate which I have made for the construction of the telegraphic works for the No. 5 section of the Pacific Railway, as near as I can approach to the amount, I think the work will amount to \$170,000, for which I offer \$10,000 security, 5 per cent upon which \$170,000, would amount to \$8,500, besides the 10 or 15 per cent., as may be agreed upon, to be held back until the completion of the contract. In addition to which, I am prepared to put from \$10,000 to \$15,000 worth of provisions on the ground, so as to go on with the works at once.

Your humble servant,

(Signed) JOHN WADDLE.
for self and Co.

The Hon. ALEX. MACKENZIE,
Minister of Public Works and Premier.

27th August, 1874.

(By Telegraph to F. Brown.)

Account of death will not be able to leave for Ottawa before Monday. Will that do?

(Signed) J. WADDLE.

OTTAWA, 27th August, 1874.

What is wanted is Mr. Briton's approval of security, stated as worth ten thousand dollars (\$10,000), and a clear title.

(Signed) F. BRAUN,
Secretary.

J. WADDLE, Kingston.

8th September, 1874.

SIR,—I am directed to submit, for your examination and approval, the enclosed drafts of contract for the construction of Section 5 of the Canadian Pacific Telegraph Line, together with bond for the due fulfilment of same. I am also to request that you will instruct your agent at Kingston to procure a mortgage (blanks of which are enclosed) from Mrs. J. D. Selleck upon her real estate, and an assignment of what she takes under her uncle, Nelson Garrett's will, for \$10,000.

I have the honour to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Hon. Minister of Justice, Ottawa.

OTTAWA, 19th October, 1874.

SIR,—The Minister of Justice desires me to state, for the information of the Minister of Public Works, that he has, this morning, received from Mr. Britton, the agent at Kingston, a Report in reference to the security proposed by Messrs. John Waddle & Co., for the due fulfilment of their contract.

Mr. Britton transmits the abstracts of titles, from which it appears that there are two mortgages, amounting together to fifteen hundred dollars, bearing interest upon the undivided half of lot 230 on the south side of Princess street, and that there are two mortgages, amounting together to seven hundred and seventy-five dollars, and interest on the undivided half of the north-east half of lot 31, corner of Union and Ontario streets, and of the north-east half of lot 36 on Union street, adjoining lot 31.

A valuation is also submitted, showing the value of these two properties after deducting the mortgages thereon, at \$7,237, and of the third lot, which is without incumbrance, at \$2,575, making a total value of \$9,812.

The question of this value appears to be doubtful, and the agent is of opinion that they would not realize so much if the sale was forced.

The delay in the investigation of this matter by the agent appears to have been caused by circumstances over which he had no control.

To save further loss of time, Mr. Britton has had the mortgage to the Crown registered; but he adds that, by distinct arrangement with Mr. Waddle, the registration of this mortgage is not in any way to be deemed an acceptance of it, or of the contract, in case the security is deemed insufficient on account of the prior mortgages or of the value of the property.

We have the honor to be, Sir,
Your obedient servant,

(Signed) H. BERNARD,
Deputy Minister of Justice.

F. BRAUN, Esq., Secretary,
Department of Public Works.

OTTAWA, 21st October, 1874.

Re Contract J. WADDLE, Esq.

SIR,—In reference to your letter of 21st inst., stating that Mr. Waddle proposes that \$10,000 be retained from first estimates in his contract, as security that the mortgage should be free and clear, I am to state that the Minister of Public Works does not consider this sufficient security, as in cases where contractors have failed to carry out their engagements, Government has been obliged to step in and pay claims for labour and support. The Minister is therefore of opinion that the security originally agreed upon should be furnished.

I have the honor to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Honorable Minister,
Department of Justice,
Ottawa.

OTTAWA, 6th November, 1874.

Pacific Railway Telegraph, Waddle & Co., Contractors

I have the honor, by direction of the Minister of Justice, to enclose you a notice to-day, received by him from Mrs. Mary Selleck, whose mortgage has been executed as security for these contractors, and, although received, has not been accepted as sufficient, and to request that the Minister of Public Works will be good enough to determine whether or not any further time be given Messrs. Waddle & Co. to complete their securities, and that you will then instruct me thereon.

I am, Sir,
Your obedient servant,

(Signed) J. BERNARD,
Deputy Minister of Justice.

Please hand over the mortgage on my property to Mr. Selleck, as I withdrew from being security for J. Waddle & Co.

A. MARY SELLECK.

OTTAWA, 4th November, 1874.

SIR,—Messrs. Waddle & Smith, whose tenders for building a section of Telegraph line along the route of the Canada Pacific Railway was accepted, having failed to furnish the security required for the due performance of the contract, the Minister directs me to request that all the proceedings had, so far, with those gentlemen in this matter be cancelled, and to state that he will proceed to the consideration of tenders put in by other parties; you will please, therefore, to return me the papers in the case.

I have the honor to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Honorable Minister of Justice,
Ottawa.

OTTAWA, 20th November, 1874.

Messrs. SUTTON & THIRKELL, Lindsay.

Are you still prepared to execute the works on Section No. 5, Canadian Pacific Railway Telegraph Line, for the price named in your tender, and to furnish necessary security?

(Signed) F. BRAUN,
Secretary.

21st November, 1874.*(By Telegraph from Lindsay.)*

To F. BRAUN.

Cannot deliver yours to Sutton & Thirkell; they have left here—don't know where they have gone.

LINDSAY OFFICE.

OTTAWA, 24th November, 1874.*(By Telegraph to F. Braun.)*

Yes.

R. F. SUTTON

3rd December, 1874.

(By Telegraph from Brantford.)

To F. BRAUN, Esq.,

When will papers re Sutton tender be up? Want to arrange for depositing securities.

(Signed) THOS. B. McMAHON.

5th December, 1874.*(By Telegraph from Brantford.)*

To F. BRAUN, Esq.,

Is it necessary to go to Ottawa to conclude arrangements re Sutton & Thirkell?

(Signed) T. B. McMAHON.

OTTAWA, 5th December, 1874.

To T. B. McMAHON, Esq., Brantford, Ont.

Desirable some one should come and satisfy Department regarding contractors' ability to comply with terms of proposed agreement.

(Signed) F. BRAUN.

5th December, 1874.*(By Telegraph from Brantford.)*

To F. BRAUN, Esq.,

Have written fully. Will go down.

(Signed) THOS. B. McMAHON.

OTTAWA, 7th December, 1874.*(By Telegraph from Brantford.)*

To F. BRAUN, Esq.,

Going down with required surety; letter and telegram sent by Thos. McMahon.

(Signed) R. S. SUTTON.

OTTAWA, 9th December, 1874.

(By Telegraph from Brantford.)

To F. BRAUN, Esq.,

I fell, on Monday afternoon, and sprained my ankle; but my doctor says can go out to-morrow. Will leave by afternoon train to-morrow for Ottawa.

(Signed)

THOS. B. McMAHON.

12th December, 1874.

To SUTTON & SHIRKELL, Brantford, Ont.:—

Unless you come between this and Wednesday next, Minister will pass to next tender.

(Signed)

F. BRAUN,

Secretary.

15th December, 1874.

SIR,—Messrs. Britton & Price having applied, on behalf of Mrs. Selleck, of Kingston, to have her mortgage in favour of Messrs. Waddle & Co. released (in connection with Canadian Pacific Telegraph) and said mortgage not having reached this Department, the Minister desires to request you to have such a release prepared and sent for execution.

I have the honour to be, Sir,

Your obedient servant,

(Signed)

F. BRAUN,

Secretary.

Minister of Justice.

OTTAWA, 16th December, 1874.

(By Telegraph from Brantford to F. Braun.)

In consequence of personal and family illness of one of my parties, I would request Minister allow three days to replace them, and will close this week sure.

Answer.

(Signed)

R. S. SUTTON.

(Copy)

INGERSOLL, 24th December, 1874.

MY DEAR SIR,—We now arranged to carry out the tender of Sutton, Thompson & Co., of Brantford, for Section No. 5 C. P. Telegraph. What time would be convenient to have the matter closed with the Department?

Could it stand over until after the Ontario elections?

Please advise, and oblige yours,

(Signed)

OLIVER, DAVIDSON & CO.

By A. OLIVER.

To S. FLEMING,

Chief Engineer C.P.R.

(Copy)

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF,

OTTAWA, 25th December, 1874.

GENTLEMEN,—I have your letter of the 24th inst. with respect to the construction of the telegraph between Lake Superior and Manitoba.

This matter can be closed at any time convenient to you to come here.

Yours truly,

(Signed)

SANDFORD FLEMING.

OLIVER, DAVIDSON & Co.,
Ingersoll.

INGERSOLL, 5th January, 1875.

DEAR SIR,—Your favour in regard to the contract for building the telegraph line from Lake Superior to Fort Garry is received, and beg leave to say that we will be in Ottawa about the 20th inst. to arrange the matter of contract. In the meantime, we desire to know what security we will be required to furnish to the Government. The amount we understood to be ten thousand dollars, which, we think, would be amply secured by our individual bonds, if that would not be accepted. However, we would next prefer giving the Government a mortgage on real estate held in our rights—say a mortgage on ten thousand acres of land in the District of Thunder Bay—or, we could individually give mortgages on property in Oxford, Toronto or North Simcoe.

The members of the firm of Oliver, Davidson & Co. are Adam Oliver, of Ingersoll, Joseph Davidson, of Toronto, and Peter J. Brown, of Ingersoll. Our own property is good value for one hundred thousand dollars (say \$100,000,) and has cost us nearly that amount; and our debts are less than \$3,000—say \$3,000.

Joseph Davidson is worth, outside of this firm, at least one hundred and fifty thousand dollars (\$150,000), and Oliver and Brown are by no means poor.

Debentures we have none, and have no doubt it would put us to some inconvenience to procure them. Trusting that the above proposition will be acceptable to the Government, we await your reply.

Yours truly,

(Signed) OLIVER, DAVIDSON & Co.

SANDFORD FLEMING, Esq.,
Chief Engineer C.P.R.

OTTAWA, 13th January, 1875.

Government will not accept security on land in Thunder Bay District.—Insists on money security.

(Signed) F. BRAUN,
Secretary.

OLIVER, DAVIDSON & Co.,
Ingersoll.

9th February, 1875.

SIR,—I enclose contract and bond in duplicate, executed by the partners of the firm of Oliver, Davidson & Co., in accordance with the instructions of Mr. Braun, for the construction of Section 5 Pacific Telegraph Line. We also enclose you certificate for ten thousand dollars Federal Bank Stocks, and should you desire to have it assigned it can be done at any time.

We had intended to deposit municipal debentures but could not agree as to the terms of purchase, and afterwards procured the bank stock.

Trusting this will be satisfactory,

We remain,

(Signed) OLIVER, DAVIDSON, & CO.

Hon. A. MACKENZIE,
Minister of Public Works,
Ottawa.

12th February, 1875.

By Telegraph from Ingersoll to F. Braun, Esq.

Sent agreement and bank stock by mail Tuesday;—are they received?

(Signed) OLIVER, DAVIDSON & CO.

12th February, 1875.

Agreement and bank stock receipts received. Assignment of stock to Receiver-General necessary.

(Signed) F. BRAUN,
Secretary.

OLIVER, DAVIDSON, & Co.,
Ingersoll.

TORONTO, 16th February, 1875.

SIR,—I have the honour to inform you that Messrs. Oliver, Davidson & Co., of Fort William, have transferred to the name of the Hon. Receiver-General of Canada one hundred shares of the capital stock of the Federal Bank of Canada, amounting to ten thousand dollars.

I enclose power of attorney to accept transfers of stock, to be signed by the Receiver-General. On acceptance of above transfer a certificate will be issued by us.

Your obedient servant,

(Signed) ALEX. F. RIDDAL,
per Cashier.

F. BRAUN, Esq.,
Secretary Public Works,
Ottawa.

19th February, 1875.

SIR,—I am directed by the Minister of Public Works to transmit herewith a power of attorney from Receiver-General, empowering you to receive on his behalf, from Oliver, Davidson & Co., of Fort William, one hundred shares of the capital stock of the Federal Bank of Canada, amounting to \$10,000, and I am to request you will be pleased to transmit to this Department a certificate that such stock has been duly deposited.

I have the honour to be,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

H. J. STRATHY, Esq.,
Cashier, Federal Bank of Canada,
Toronto.

THE FEDERAL BANK OF CANADA,
TORONTO, ONTARIO, 22nd February, 1875.

SIR,—I am in receipt of your communication, dated 19th inst. I have the honor to enclose Stock certificate No. 209, in favor of the Hon. Receiver-General, for one hundred shares of the Capital Stock of this Bank, transferred by Messrs. Oliver, Davidson & Co., of Fort William, amounting to ten thousand dollars.

I have the honor to be,
Your obedient servant,

(Signed) ALEX. F. RIDDAL,
per Cashier.

To F. BRAUN, Esq.,
Secretary of Public Works,
Ottawa.

OTTAWA, 22nd February, 1875.

(By Telegraph from Ingersoll.)

To F. BRAUN, Esq.,
Secretary of Public Works.

Had bank stock assigned, and forwarded a week ago. Send us the executed agreement.

(Signed) OLIVER, DAVIDSON & CO.

OTTAWA, 25th February, 1875.

OLIVER, DAVIDSON & Co., Ingersoll.

Bank certificate of deposit of stock received. Contract signed and will be forwarded to-day.

(Signed) F. BRAUN,
Secretary.

25th February, 1875.

SIR,—I am desired by the Minister of Public Works to transmit you the enclosed certificate of deposit to your credit, of one hundred shares in the Capital Stock of the Federal Bank of Canada, of \$100 each share, by Messrs. Oliver, Davidson & Co., as security for the fulfilment of their contract, Section 5, of the Pacific Telegraph Line.

I have the honor to be,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

To the Honorable
Receiver-General,
Ottawa.

OTTAWA, 26th February, 1875.

SIR,—I beg to transmit herewith, for your information, the enclosed copy of articles of agreement, entered into between Oliver, Davidson & Co. and this Department, for the construction of the Telegraph line on Section 5 of the Canadian Pacific Railway.

I have the honor to be,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

To S. FLEMING, Esq.
Ottawa.

OTTAWA, 4th March, 1875.

SIR,—I have the honor to state that I am prepared to give cash security for the due fulfilment of my contract to build the section of Pacific Telegraph line from Thunder Bay to Fort Garry. I understood that the mortgage security offered by me, and approved of, has been declined. I have not been officially notified of this fact, but, nevertheless, I am ready to substitute other security. I request an early notification of the amount required, and the manner in which it is to be deposited.

I am, Sir,
Your obedient servant,

To Hon. A. MACKENZIE,
Ottawa.

(Signed) JOHN WADDELL.

OTTAWA, 20th March, 1875.

SIR,—I beg to acknowledge the receipt of your letter of the 4th inst., informing the Department that you are prepared to give cash security for the due fulfilment of your contract for Telegraph line on Pacific Railway, and to inform you that having failed to furnish satisfactory security when called upon to do so, the Department was compelled to pass to the next tender, and that the work has been awarded accordingly.

I have the the honor to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

To JAMES WADDELL, Esq.,

A.

CANADIAN PACIFIC RAILWAY TELEGRAPH LINE.

Proposals are invited for the erection of a Line of Telegraph along the general route of the Canadian Pacific Railway, as may be defined by the Government. The proposals to embrace the following points, viz:—

The furnishing of all materials, labour, instruments and everything necessary to put the line in operation.

The maintenance of the line for a period of five years after its completion.

In the wooded sections, the land to be cleared to a width of 132 feet, or such greater width as may be necessary to prevent injury to the telegraph from fires or falling trees.

Distinct proposals to be made for each of the following Sections; such proposals in each case to state the time when the party tendering will undertake to have the telegraph ready for use.

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Proposals addressed to the Minister of Public Works will be received up to the 22nd day of July next.

By Order,

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DEPARTMENT OF PUBLIC WORKS,
18th June, 1874.

MEMORANDUM.

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of Government, it will be sufficient to make a connection with the telegraph system of Ontario at the most convenient point. It is reported that a telegraph line will be completed to the S.-E. angle of Lake Nipissing before the close of this season. The distance from Lake Nipissing to Nipigon is about 420 miles.

21st. It should be understood that Section No. 1 is embraced in section No. 2, and both are covered by Section No. 3.

22nd. Tenders should give a distinct rate per mile for the line through wooded and prairie land respectively for the sections where both exist.

Department of Public Works,

June 18th, 1874.

ARTICLES OF AGREEMENT, entered into on the sixth day of February, in the year of our Lord one thousand eight hundred and seventy-five, and made in Duplicate between Adam Oliver of the town of Ingersoll, in the County of Oxford, and Province of Ontario, lumber merchant, Joseph Davidson, of the City of Toronto, in the County of York, and Province of Ontario, lumberer, and Peter Johnson Brown, of the said town of Ingersoll, Esquire, carrying on together the business of contractors as partners under the name, style and firm of Oliver, Davidson and company, of the first part; And Her Majesty Queen Victoria, represented herein by the Minister of Public Works of the Dominion of Canada, of the second part; WITNESS, that the parties of the first part hereby bind and oblige themselves to and in favour of Her said Majesty, Her Heirs and Successors, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find all necessary labor, apparatus, instruments, effects, tools, implements and materials whatsoever, and to perform, construct, complete and finish, in every respect, to the satisfaction of the said Minister, in a good substantial and workmanlike manner, agreeably to the true intent and meaning of the specification or advertisement and memorandum hereunto annexed marked "A."

All the works mentioned and contemplated in the said specification or advertisements and memorandum, which are requisite in about and for the purpose of clearing the ground as for cropping, and erecting a one wire line of telegraph along that certain section of the general route of the Canadian Pacific Railway designated as section number five, between Prince Arthur's Landing, or some other point on Lake Superior, and that certain point where the said Railway will cross the Red River in the Province of Manitoba, along four hundred and twenty miles, more or less, in length, or such route as the Government engineer shall point out as soon as practicable. It being understood and agreed that the wire, insulators and apparatus, &c., on this line shall be of the best quality commonly used; and that the parties of the first part shall maintain this line in good running order for a period of five years from the date of completion of this line.

The portion of this line between Prince Arthur's Landing and Shebandowan to be completed and finished, and to be in every respect ready for use on or before the first day of October, (1875) now next ensuing, the portion between Red River and Rat Portage by the first day of February, (1876) also next ensuing, and the balance by the thirty-first day of December, A.D., eighteen hundred and seventy-six, time being of the essence of this contract:—

In consideration whereof, Her Majesty Queen Victoria, represented by the said Minister as aforesaid, doth hereby promise and agree to pay the parties of the first part, or to the heirs, assigns, or lawful representatives of the parties of the first part (according to the provisions of the Act Thirty-first Victoria, chapter Twelve), that is to say: For the whole of the works herein contemplated to be done, including maintenance for five years as aforesaid, but without operating the line, the rate of five hundred and ninety dollars (\$590) of lawful money of Canada per mile through wood land, and the rate of four hundred and thirty-five dollars (\$435) per mile through prairie land:—

And the said parties of the first part, and Her said Majesty, represented as aforesaid, do hereby declare, covenant and agree that the said contract and undertaking

shall be and is further made and entered into by the said parties of the first part and Her said Majesty, represented as aforesaid, under the express agreements, stipulations, covenants and conditions following, that is to say:—

Firstly.—That payments of the price hereinbefore mentioned, shall be made to the parties of the first part within ten days after an estimate of the Engineer or Officer in charge shall have been received by the Minister, specifying the amount of work done to the satisfaction of the said Minister, or his successors in office, or his Engineer, or person in charge of the works, during the month then ended; but that, nevertheless, it shall be lawful for Her Majesty to withhold from the parties of the first part and retain ten per cent. out of the amount of the several estimates until the perfect completion of the contract, meaning work and maintenance, or until the department of Public Works is satisfied as to the efficient construction of the line of telegraph; the Minister may then relinquish, at his discretion, portion of the said ten per cent., say one fifth thereof at the end of each of the said five years; interest at the rate of six per cent. per annum being allowed on the amount so retained from the date of completion of the works.

Secondly.—That if by the report of the Engineer or Superintendent employed by the Minister in that behalf, it shall appear that the establishment and rate of progress at, and in the said works are not such as to insure the completion of the same within the time herein prescribed, or if the parties of the first part shall persist in any course, violating the provisions of this contract, Her said Majesty shall have the power, at Her discretion, by the Minister aforesaid, or his successors in office, without previous notice or protest, and without process or suit at law, either to take the work, or any part thereof, out of the hands of the parties of the first part, and to re-let the same to any other Contractor or Contractors, without its being previously advertised, or to employ additional workmen, and provide materials, tools, and other necessary things at the expense of the parties of the first part, and the parties of the first part in either case shall be liable for all damages, and extra costs and expenditure, which may be incurred by reason thereof; and shall in either of such cases likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them herein contained.

Thirdly.—That in case of failure in the contract, the parties of the first part shall thereby forfeit all right and claim to the said ten per cent., or any part thereof remaining unpaid, as well as to any moneys whatever due on this contract.

Ninthly.—Should any difference of opinion arise as to the construction to be put upon any part of the specifications the same shall be determined by the Minister alone, and such determination shall be final and conclusive, and binding upon the parties to this contract, and every of them.

Tenthly.—That any notice or other paper connected with these presents, which may be required or desired, on behalf of Her Majesty, to be served on the parties of the first part, may be addressed to the parties of the first part, at his or their domicile usual place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office, and any paper so addressed and left at the Post Office, shall, to all intents and purposes, be considered legally served.

Eleventhly.—That should the parties of the first part not complete the work herein contracted for, at the period agreed upon as above mentioned, the said parties of the first part shall be liable for, and shall cause to be paid to the party of the second part, all salaries or wages which shall become due to the person or persons superintending the work, on behalf of the said Minister from the above named period for completion, until the same shall actually be completed and received.

Twelfthly.—That should the amount now voted for this service by Parliament, be at any time expended previous to the completion of the work now contracted for, the said parties of the first part may or not, as may be seen fit, on receiving a notice in writing from the said party of the second part to the above effect, stop the work; but in any case, the parties of the first part, shall not be entitled to any further payment for work done, after the service of the notice above referred to,

until the necessary Funds shall have been voted by Parliament ; nor shall the said parties of the first part have any claim for compensation or damages for the said suspension of payment.

Thirteenthly.—In this agreement the words “the parties of the first part” shall include and comprehend (where the context admits of it) the heirs, executors, and administrators of each of the parties of the first part respectively.

Fourteenthly.—The specification marked A, hereunto annexed, shall be deemed, taken and read as part and parcel of this agreement, and shall be considered as if the same were actually embodied herein.

In Witness whereof, the parties of the first part, and the said Minister representing Her Majesty as aforesaid, have hereunto signed their names and set their seals and the Secretary for the said Public Works hath also countersigned these presents .

Signed and sealed by the said parties of the first part, in presence of	} (Signed) “ “	ADAM OLIVER, (L.S.)
(Signed) W. S. KING,		JOSEPH DAVIDSON, (L.S.)
“ THOS. WELLS,		P. N. BROWN, (L.S.)
“ J. J. HORT.		

Signed and sealed by the said Minister of Public Works, and countersigned by the Secretary, in the presence of

(Signed) H. A. FISSIAULT.

(Signed) A. MACKENZIE.
F. BRAUN,

Secretary.